4677

BILL NO. S-79-10- 27

SPECIAL ORDINANCE NO. S-201-79.

AN ORDINANCE approving a contract for Water Contract No. 7909, between the City of Fort Wayne, Indiana and Bercot, Inc. for construction of water main.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract, dated October 15, 1979, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works and Bercot, Inc., for:

installation of water main on 13th Street from Baer Field Thruway southward approximately 1950± L.F.,

under Board of Public Works Water Contract No. 7909, at a total cost of $65,248.00, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be effective upon passage and approval by the Mayor.

Councilman

APPROVED AS TO FORM & LEGALITY

William N. Salin, City Attorney

Read the first time in full and on motion by Burns, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19__, at _____ o'clock ____ M.,E.S.T.

DATE: 10-23-79

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by V. Schmidt, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BURNS	V				
HINGA	V				
HUNTER	V				
MOSES	V				
NUCKOLS	V				
SCHMIDT, D.	V				
SCHMIDT, V.	V				
STIER	V				
TALARICO	V				

DATE: 11-27-79

Charles W. Westerman /ree
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (GENERAL) (~~ANNEXATION~~) (SPECIAL) (~~APPROPRIATION~~) ORDINANCE (~~RESOLUTION~~) No. G-201-79 on the 27th day of November, 19 79

ATTEST: (SEAL)

Charles W. Westerman /ree
CITY CLERK

Winfield C. Moses Jr.
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of November, 19 79, at the hour of 11:30 o'clock A. M.,E.S.T.

Charles W. Westerman /ree
CITY CLERK

Approved and signed by me this 30th day of November, 19 79 at the hour of 3 o'clock ____ M.,E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-79-10-27

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance approving a contract for Water Contract No. 7909, between the City of Fort Wayne, Indiana and Bercot, Inc. for construction of water main

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance DO PASS.

PAUL M. BURNS - CHAIRMAN

SAMUEL J. TALARICO - VICE CHAIRMAN

VIVIAN G. SCHMIDT

DONALD J. SCHMIDT

JAMES S. STIER

1-27-78 CONCURRED IN

DATE CHARLES W. WESTERMAN, CITY CLERK

RECEIVED SEP 21 1979

CONTRACT NO. 7909

BOARD ORDER NO. 102-79

WORK ORDER NO. 63427

THIS CONTRACT made and entered into in triplicate this 15th day of Oct., 1979, by and between BERCOT INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works, herein called OWNER,

WITNESSETH, that the Contractor and the Owner, for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of:

1950± L.F. of 16" water main on 13th Street from Baer Field Thruway southward approximately 1950± L.F.,

all according to Fort Wayne Water Utility Drawing Y-10535, Sheet 1 thru 5, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the sum of $65,248.00. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached hereto as Exhibit 'A' and by this reference incorporated herein and made a part hereof.

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935, as shown on Exhibit 'B' attached hereto and made a part hereof.

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

A. Advertisement for Bids, for Contract No. 7909
B. Instructions to Bidders for Contract No. 7909
C. Contractor's Proposal Dated September 5, 1979
D. Fort Wayne Water Utility Engineering Department Drawing No. Y-10535 sheet 1 thru 5.
E. Supplemental Specification for Contract No. 7909.
F. Detailed Specifications and Conditions for the Installation of Transmission and Distribution Mains of the Fort Wayne Water Utility.
G. Construction Standards and Water Main and Water Service Materials Standards of the Fort Wayne Water Utility, Engineering Department, latest revision, except as modified in the Supplemental Specifications.
H. Workman's Compensation Act (I.C. 22-3-2-1).
I. Non Discrimination of Labor, General Ordinance No. G-34-78 (as amended). (Exhibit "A")
J. Prevailing Wage Scale (Exhibit "B").
K. Performance and Guaranty Bond.

ARTICLE 9. GUARANTEE OF WORKMANSHIP

At the time the Completion Affidavit is filed, the Contractor shall furnish a one (1) year Guaranty Bond in favor of the City of Fort Wayne and in the amount of twenty-five (25%) percent of the total value of the final invoice.

ARTICLE 10. INDEMNITY

Contractor shall furnish to Owner, within ten (10) days of the date hereof, a certificate from an insuror acceptable to Owner showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to Owner.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the Owner, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 60 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BERCOT INC.

BY: _____
Paul E. Bercot, President

BY: _____
W. Dean Bercot, Secretary

CITY OF FORT WAYNE, INDIANA

BY: _____
Robert E. Armstrong, Mayor

ATTEST:

_____
Ursula Miller, Clerk

BOARD OF PUBLIC WORKS

APPROVED AS TO FORM AND LEGALITY:

_____
Henry P. Wehrenberg, Chairman

_____
Ethel H. LaMar, Member

_____
Max G Scott, Member

Approved by the Common Council of the City of Fort Wayne on _____ day of _____, 1979.

Special Ordinance No. _____.

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:

(1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;

(2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;

(3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;

(4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;

(5) the following practices are not included in the meaning of "discrimination":

(a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

(b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

(1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or

(2) a record of such an impairment, and includes,

(3) a person who is regarded as having such an impairment; provided that,

(4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.

b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.

c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.

b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars ($10.00) per day, per violation, nor more than one thousand dollars ($1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,

b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amened by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

IN RE: WAGE SCALE

CODE: S-SKILLED
SS-SEMI SKILLED
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF JULY, AUGUST, AND SEPTEMBER, 1979.

In compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN	VAC	AFF.	MISC.
ASBESTOS WORKER	S	13.80	55¢	1.25			3if
BOILERMAKER	S	13.25	1.17½	1.00		3¢	
BRICKLAYER	S	12.34	45	50		1	6if
CARPENTER (BUILDING)	S	10.89	70	6%		2	4if
(HIGHWAY)	S	10.23	60	60		5	2if
CEMENT MASON	S	10.85	75	80		2	
ELECTRICIAN	S	12.70	50	3%+50		6	
ELEVATOR CONSTRUCTOR	S	12.33	1.04½	82	8%	3½	
GLAZIER	S	10.79		25	40	4	25¢holidays
IRON WORKER	S	12.35	1.00	1.45		2	25¢annuity 2if
LABORER (BUILDING)	S-SS US	8.75-9.75	70	50		9	
(HIGHWAY)	S-US-SS	8.30-9.15	70	70		9	
(SEWER)	S-US-SS	8.30-9.15	70	70		9	
LATHER	S	10.94		50		1	2if
MILLWRIGHT & PILEDRIVER	S	11.29	70	6%		2	4if
OPERATING ENGINEER (BUILDING)	S-SS US	8.35-12.50	75	65		10	
(HIGHWAY)	S-SS-US	8.59-11.57	75	65		10	
(SEWER)	S-SS-US	8.59-11.57	75	65		10	
PAINTER	S	9.95-10.90	60	85		12	6misc.
PLASTERER	S	10.08	60	80			
PLUMBER & STEAMFITTER	S	13.20	55	90		7	7if
MOSAIC & TERRAZZO GRINDER	S	8.95-10.80					
ROOFER	S	11.90		30			
SHEETMETAL WORKER	S	12.18	72	77		10	41¢sand 14if
TEAMSTER (BUILDING)	S-SS US	9.60½-10.55½	29.00pw	37.00pw			
(HIGHWAY)	S-SS-US	9.20½-9.80½	31.50pw	37.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and foregoing shall shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 27 DAY OF July, 1979

[signature]
REPRESENTING GOVERNOR, STATE OF INDIANA.

[signature]
REPRESENTING THE AWARDING AGENT.

[signature]
REPRESENTING STATE A.F.L. & C.I.O.

EXHIBIT "B"

CITY OF FORT WAYNE, INDIANA
IMPROVEMENT TO FORT WAYNE WATER UTILITY
PERFORMANCE AND GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we [illegible] 3625 MOBILE AVENUE FORT WAYNE, INDIANA 46805 (Contractor or Developer) as Principal, and the WESTERN CASUALTY AND SURETY COMPANY (Insurance Company), a corporation organized under the laws of the State of KANSAS (State and Date), and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of $65,248.00 (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present. The condition of the foregoing obligation is such that

WHEREAS, the Principal has entered into contract with the City or has applied for authority to construct or cause to be constructed, a water main to become part of the City's water distribution system, which said water main is to be built and constructed according to plans and specifications prepared by or approved by City and known as the CONTRACT NO. 7909 (Name of Project); and

WHEREAS, the grant of authority by City to so construct such water main provides:

1. That said water main shall be completed according to said plans and specifications, and warrant and guarantee all work, material, conditions of the water main for a period of one (1) year from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice; and,
4. To agree to maintain said water main for a period of one (1) year following written acceptance by the City of said water main; and,

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and cause said water main to become a part of the City water distribution system, and shall for one (1) year after acceptance of said water main by City maintain said water main and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

[illegible], INC.
[illegible]
[illegible]

(Contractor or Developer)

BY: Paul Berrot
(Name)

President
(Title)

ATTEST:

Wm Dean Berrot
Secretary - Treasurer
(Title)

WESTERN CASUALTY AND SURETY COMPANY
(Insurance Company) Surety

*BY: H. Stanley Huff, Jr.
Authorized Agent H. Stanley Huff, Jr.

*If signed by an agent,
power of attorney must be attached

STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said State, personally appeared

Paul Bercot (name), President (title)

and W. Dean Bercot (name), Secretary-Treasurer (title)

of Bercot, Inc. (company) and

Attorney in Fact, for said Western Casualty and Surety Company as surety, with both of whom I am personally acquainted, and acknowledged that they subscribed their signatures to the above and foregoing bond, in their respective official capacities of aforesaid.

SUBSCRIBED TO, before me, a Notary Public, this 27th day of September, 19 79.

Jerry C. Waak

Notary Public Jerry C. Waak

Resident of Allen County, IN.

My Commission Expires:

December 15, 1982

POWER OF ATTORNEY

The Western Casualty and Surety Company

HOME OFFICE — FORT SCOTT, KANSAS

KNOW ALL MEN BY THESE PRESENTS: That THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas, a corporation of the State of Kansas, having its principal office in the city of Fort Scott, Kansas, pursuant to the following Bylaw, which was adopted by the Stockholders of the said Company on December 2, 1953, to-wit:

"Section 27. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The president, any vice president or the secretary shall have power and authority to appoint resident vice presidents, resident assistant secretaries and attorneys-in-fact, and to give such appointees full power and authority to make, execute and deliver in the name and on behalf of the corporation, bonds, recognizances, contracts of indemnity and other undertakings and writings of obligatory nature, and to affix thereto the corporate seal of the corporation. The president, any vice president or the secretary shall also have power at any time to remove and revoke the authority of any such appointee."
does hereby nominate, constitute and appoint

H. Stanley Huff, Jr., or Donald F. Campbell
of Fort Wayne, Indiana

its true and lawful agent(s) and Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety, and as its act and deed:

Any and all bonds and undertakings.

Provided, No authority is extended for the execution of Open Penalty Bonds.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Fort Scott, State of Kansas, in their own proper persons.

The following Resolution was adopted at the Quarterly Meeting of the Board of Directors of The Western Casualty and Surety Company, held on the 10th day of November, 1970:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Section 27 of the Company Bylaws; and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary, and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, THE WESTERN CASUALTY AND SURETY COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 17th day of September, 19 75

THE WESTERN CASUALTY AND SURETY COMPANY

By V. J. O'Gorek
Vice President

STATE OF KANSAS
COUNTY OF BOURBON ss

On this 17th day of September, A. D., 19 75, before the subscriber, a Notary Public in the State of Kansas in and for the County of Bourbon, duly commissioned and qualified, came V. J. O'Gorek, Vice President of THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposeth and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, and that Bylaw, Section 27, adopted by the Stockholders of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Fort Scott, the day and year first above written.

My appointment expires September 5, 1980

Notary Public.

I, F. C. McCurley, Assistant Secretary of THE WESTERN CASUALTY AND SURETY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a power of attorney executed by said THE WESTERN CASUALTY AND SURETY COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have signed this certificate at Fort Scott, Kansas, this 27th day of September, 19 79.

Assistant Secretary.

FORM FS 5890-R3

September 27, 1979

Michigan Mutual Insurance Company
Attention: Virginia Hayes
4720 Kingsway Boulevard
Indianapolis, IN 46220

Dear Ms. Hayes:

RE: BERCOT, INC. Policy SAMG31-4-69132-1
Policy Term 1-01-79 to 1-01-80

Please request a certificate of Employers Compliance with the Indiana Workers Compensation and Occupational Disease Acts from the Industrial Board of Indiana.

This should be issued in favor of: City of Fort Wayne
Water Engineering Department
Attn: D. L. Foland
7th Floor, City-County Building
One Main Street
Fort Wayne, Indiana 46802

This applies specifically to the following job: Contract No. 7909, 13th Street Feeder Main.

Thank you for your prompt attention to this matter.

Sincerely,

HUFF & CAMPBELL INSURANCE AGENCY, INC.

H. Stanley Huff

H. Stanley Huff, C.P.C.U.
President

jjr

cc: Bercot, Inc.
Water Engineering Department

CERTIFICATE OF INSURANCE

☐ ASSOCIATED GENERAL INSURANCE COMPANY

This is to certify that the ☒ MICHIGAN MUTUAL INSURANCE COMPANY has issued, to the Insured named below, the described policies of insurance subject to the provisions of the current policy contracts in use by the company. The coverage and limits of liability indicated on this certificate apply only to the operations or automobiles described.

CERTIFICATED ISSUED TO:

- City of Fort Wayne, Indiana
  Attn: Water Engineering Department
  7th Floor, City-County Building
  One Main Street
  Fort Wayne, IN 46802

INSURED AND ADDRESS

- Bercot-Gibson Construction Company, Inc. and Bercot, Inc.
  3838 Mobile Avenue
  Fort Wayne, Indiana 46805

POLICY NUMBER	KIND OF INSURANCE		LIMITS OF LIABILITY		PERIOD EFFECTIVE
SAMG31-4-69132-1	WORKMEN'S COMPENSATION AND EMPLOYERS' LIABILITY		Statutory		1-01-79 to 1-01-80
SAMG86-4-69132-3	GENERAL LIABILITY OR SMP SECTION II				
	Products and Completed Operations ☒ Included ☐ Excluded	Bodily Injury	$ 1,000,000	each occurrence	1-01-78 ,to 1-01-81
			$ 1,000,000	aggregate	
		Property Damage	$ 250,000	each occurrence	
			$ 500,000	aggregate	
		Single B.I. and P.D. Limits	$	each occurrence	
			$	aggregate	
	UMBRELLA LIABILITY		$	each occurrence	
			$	aggregate	
	AUTOMOBILE LIABILITY	Bodily Injury	$	each person	
			$	each occurrence	
		Property Damage	$	each occurrence	
			$	per vehicle	
	☐ MOTOR TRUCK CARGO		$	per terminal or location	
	☐ _____		$	any one catastrophe	

POLICIES CHECKED ARE ON A "COMPREHENSIVE" BASIS ☐ AUTOMOBILE ☐ GENERAL LIABILITY ☐ SPECIAL MULTI-PERIL

In states that have enacted an Automobile No-Fault law, the above automobile policy provides the required benefits.

☒ LOCATION OF OPERATIONS State of Indiana

☐ AUTOMOBILE(S) COVERED

Contract No. 7909, 13th Street Feeder Main

This certificate of insurance neither affirmatively nor negatively amends, alters, or extends the coverage afforded by the policies listed above. In the event of any material change in, or cancellation of such policies, the Company will make all reasonable effort to notify the party at whose request certificate is issued, but the Company shall not be liable in any way for failure to give such notice.

Secretary

Elijah Dorsam
President

Huff & Campbell Insurance Agency, Inc.

DATED AT Fort Wayne, Indiana, September 28 19 79 COUNTERSIGNED H. Huffman Jr.
AUTHORIZED REPRESENTATIVE

A-1412 (REV 4 76)

4353

Admn. Appr._____

DIGEST SHEET

TITLE OF ORDINANCE Zoning Ordinance Amendment 3-78-01-09.

DEPARTMENT REQUESTING ORDINANCE Long Range Planning & Zoning

SYNOPSIS OF ORDINANCE Lots Numbered 1, 2, 3 and 4 in Sturgis Addition to the City of Fort Wayne.

EFFECT OF PASSAGE Property is now zoned B3B - General Business. Property will become B4 - Roadside Business.

EFFECT OF NON-PASSAGE Property will remain B3B - General Business.

MONEY INVOLVED (Direct Costs, Expenditures, Savings)_____

ASSIGNED TO COMMITTEE (J.N.)_____

4677

TITLE OF ORDINANCE SPECIAL ORDINANCE - WATER CONTRACT NO. 7909 - 13th STREET WATER MAIN

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS L-75-10-27

SYNOPSIS OF ORDINANCE WATER CONTRACT NO. 7909, FOR INSTALLATION OF WATER MAIN ON 13th STREET FROM BAER FIELD THRUWAY SOUTHWARD APPROXIMATELY 1950± L.F., BERCOT, INC., CONTRACTOR FOR THE PROJECT, IN THE AMOUNT OF $65,248.00

(CONTRACT ATTACHED)

EFFECT OF PASSAGE INSTALLATION OF WATER MAIN TO SERVE 13th STREET

EFFECT OF NON-PASSAGE INABILITY TO PROCEED AS PLANNED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) $65,248.00 FROM CITY UTILITIES

ASSIGNED TO COMMITTEE

EP